

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. PR-HQ-04-10343/0002		3. EFFECTIVE DATE 04/22/04	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-04-10343	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460		7. ADMINISTERED BY (If other than item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(✓)	9A. AMENDMENT OF SOLICITATION NO. PR-HQ-04-10343
			✓	9B. DATED (SEE ITEM 11) 03/18/04
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See following pages. Proposals are due by 4:00 PM Eastern Time on April 30, 2004.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

AMENDMENTS TO THE SOLICITATION

1. The Section B clause entitled "B.1 FIXED RATES FOR SERVICES (MAR 2004)" has been revised as annotated in bold. The text is as follows:

For evaluation purposes, the offeror shall propose the labor hours and equipment quantities uniformly throughout the **potential** 60 months (inclusive of the two twelve-month optional Award Term Options). The government reserves the right to order the hours and equipment quantities on an as-needed basis.

The following fixed rates shall apply for payment purposes for the duration of the contract:

CLIN	RCMS#	Labor Classification	5 Year Estimated Direct Labor Hours	Base Years (1-3)			Award Term Option Years (4&5)	
				Year 1 Fixed Hourly Rate	Year 2 Fixed Hourly Rate	Year 3 Fixed Hourly Rate	Year 4 Fixed Hourly Rate	Year 5 Fixed Hourly Rate
0001AA	1-05-01	Response Manager Straight Time	5,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0001AB	1-05-01	Response Manager Overtime	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0002AA	1-10-01	Foreman Straight Time	7,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0002AB	1-10-01	Foreman Overtime	1,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0003AA	2-05-01	Equipment Operator Straight time	5,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0003AB	2-05-01	Equipment Operator Overtime	1,500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0004AA	2-10-01	Field Clerk/Typist Straight time	8,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0004AB	2-10-01	Field Clerk/Typist Overtime	2,500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005AA	2-03-01	Cleanup Technician Straight time	25,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0005AB	2-03-01	Cleanup Technician Overtime	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0006AA	2-20-01	Truck Driver Straight time	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0006AB	2-20-01	Truck Driver Overtime	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0007AA	3-07-01	Chemical Technician Straight time	1,500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0007AB	3-07-01	Chemical Technician Overtime	300	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0008AA	4-05-01	Chemist/Organic Straight time	750	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0008AB	4-05-01	Chemist/Organic Overtime	150	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0009AA	4-10-01	Engineer/Chemical Straight Time	75	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0009AB	4-10-01	Engineer/Chemical Overtime	75	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0010AA	4-15-01	Engineer/Civil Straight Time	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0010AB	4-15-01	Engineer/Civil Overtime	20	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0011AA	4-30-01	Industrial Hygenist Straight Time	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0011AB	4-30-01	Industrial Hygenist Overtime	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012AA	4-15-01	T&D Coordinator Straight Time	2,500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0012AB	4-15-01	T&D Coordinator Overtime	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

				Base Years (1-3)			Award Term Option Years (4&5)	
Equipment CLIN	RCMS#	Equipment Description	5 Year Estimated Usage in Days	Year 1 Fixed Daily Rate	Year 2 Fixed Daily Rate	Year 3 Fixed Daily Rate	Year 4 Fixed Daily Rate	Year 5 Fixed Daily Rate
0013	1-09-10	Car-Passenger	3,465	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0014	1-36-10	Truck-Pickup 2 Wheel Drive	1,323	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0015	1-36-20	Truck-Pickup 4 Wheel Drive	95	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0016	1-45-20	Truck-SUV 4 Wheel Drive	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0017	1-54-30	Van-Passenger	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0018	2-10-10	Trailer-Cargo-8Ft	40	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0019	2-55-10	Trailer-Office- 10Ft X 36Ft (Fully Equipped)	750	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0020	2-55-25	Trailer-Office- 10Ft X 40Ft (Fully Equipped)	750	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0021	2-55-30	Trailer-Office- 10Ft X 50Ft (Fully Equipped)	700	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0022	2-60-10	Storage Van (Office/Crew Type Trailer) 8Ft X 32Ft	500	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0023	2-60-20	Storage Container Ground Level 8Ft X 20Ft	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0024	2-60-40	Storage Container Ground Level 8Ft X 20Ft	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0025	3-01-10	Backhoe-Loader	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0026	3-10-25	Dozer-Medium	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0027	3-10-50	Dozer-Large	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0028	3-20-25	Truck-Articulating- Dump	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0029	3-30-25	Excavator w/Bucket-Small	60	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0031	3-30-35	Excavator w/Bucket-Medium	75	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0032	3-35-10	Forklift-Rough Terrain	60	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0033	3-35-40	Forklift-Solid Rubber Tire	200	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0034	3-60-30	Loader w/Bucket- Rubber Tire-Small	75	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0035	3-60-40	Loader w/Bucket- Rubber Tire- Medium	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0036	3-95-10	Unloader-w/Bucket	75	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0037	3-99-10	Compressor/Air- 185 CFM	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0038	4-01-05	Safety-Monitor- Sulfide	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0039	4-01-10	Safety-Monitor- Explosion/Oxygen	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0040	4-01-20	Safety-Monitor-Hnu (PID)	100	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

0041	4-01-25	Safety-Monitor-OVA (PID)	50	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0042	5-01-30	Safety Monitor-Cyanide	35	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0043	6-15-10	Radio-Handheld	1,800	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0044	7-25-20	Computer-Portable-PC	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0045	7-25-30	Computer-Printer	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0046	7-25-40	Copier	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0047	7-25-50	Fax Machine	2,000	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0048	8-51-05	Generator-5Kw	300	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0049	8-51-10	Generator-10Kw	150	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0050	9-53-30	Water Laser-Medium Pressure (2500-5000psi)	35	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0051	10-18-20	Pump-Double Diaphragm-2 inch	25	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0052	10-18-30	Pump-Double Diaphragm-3 inch	25	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0053	10-25-10	Pump-Submersible-1.5 inch	30	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0054	10-25-20	Pump-Submersible-2.0 inch	30	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0055	10-25-30	Pump-Trash-3 inch	25	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
0056	0-00-01	Other Direct Costs	1 Lot	Not to exceed \$ _____ total for all 5 years.				
0057	0-00-02	Material Handling Costs	____ %	\$ _____ total for all 5 years.				

The rate, or rates, set forth above cover all expenses, including program management costs, report preparation, clerical support, salaries, profit and all indirect costs such as, overhead and general and administrative expenses.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual task orders and accepted by the Project Officer. If work under a task order crosses into another period, the Government shall reimburse the Contractor for labor and equipment provided under that task order at the rate in effect for the period in which the work is performed. If work under a task order extends past the last period of the contract, the last period's rates shall remain in effect for the duration of the task order.

Personnel time vouchered shall be only that time expended in a productive effort as specifically ordered by individual task orders. Time spent in travel shall not be an allowable direct charge to this contract at any time including mobilization and demobilization to and from the site. Therefore, the contractor shall not bill the government at the fixed rates shown above for time spent in travel. Travel expenses (i.e., transportation costs, per diem, etc.,) are allowable in accordance with clause B.4(C).

The contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all task orders.

2. The Section B clause entitled "CEILING PRICE (EP 52.216-150) (APR 1984)" has been added. The text is as follows:

The ceiling price of this contract is TO BE DETERMINED AT TIME OF AWARD. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

3. The Section E clause entitled "E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (MAR 2001) DEVIATION" has been revised. The asterisk in Part A has been moved and an asterisk in Part B has been added. The text is as follows:

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[X]	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below
<hr/>				
[]				
<hr/>				
[]				
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As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific

comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

<u>Documentation</u>	<u>Specifications</u>
<input type="checkbox"/> Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]
<input checked="" type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>*EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
<input type="checkbox"/> Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
<input type="checkbox"/> Other Equivalent:	<i>*Document located at http://www.epa.gov/quality1/qa_docs.html</i>

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, Section F clause entitled "OTHER DELIVERABLES." Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
<input type="checkbox"/> Quality Management Plan	<u>EPA Requirements for</u> Award of <u>Quality Management Plans</u> contract <u>(QA/R-2)</u> [dated 03/20/01]	

[]	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/02]	Award of contract
[]	Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
[]	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
[X]	Quality Assurance Project Plan for each applicable project	<u>*EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
[]	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
[X]	Other Equivalent:	_____ <u>*Document located at</u> _____	[] award of contract [X] issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, Section F Clause entitled "OTHER DELIVERABLES."

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data

generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

4. The Section F clause entitled "F.10 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)" has been revised as annotated in bold. The text is as follows:

The effective period of this contract is from **the effective date of the contract through the potential 60 months (inclusive of two twelve-month optional Award Term Options)**. See the Section H Clause entitled "Award Term Option Incentive Guidance."

5. The Section G clause entitled "G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)" has been revised as annotated in bold. The text is as follows:

(a) The Government will order any supplies and services to be furnished under this contract by issuing **task** orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

All warranted OSCs listed at the following URL:
<http://www.epa.gov/oam/srpod/oscs.pdf>

These authorized ordering officers are limited to issuing work, provided such work is within the scope of the contract Statement of Work. However, only the Contracting Officer may change terms and conditions of the contract and exercise options to increase quantity.

(b) A Standard Form 30 will be the method of amending **task** orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each **task** order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are

being ordered.

6. The Section G clause entitled "G.2 ORDERING (FAR 52.216-18) (OCT 1995)" has been revised as annotated in bold. The text is as follows:

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through **the period of performance.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

7. The Section G clause entitled "INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION" has been added. The text is as follows:

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

8. The Section G clause entitled "FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000) DEVIATION" has been added. The text is as follows:

(a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:

(1) Review the contractor's compensation structure and insurance plan.

(2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.

(3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.

(4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.

(5) In connection with Cost Accounting Standards:

(A) Determine the adequacy of the contractor's disclosure statements;

(B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;

(C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and

(D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.

(6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.

(7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.

(8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/ decisions to the contracting officer upon execution.

(c) The FACO for this contract is:

TBD

9. The Section G clause entitled "G.6 ANNUAL ALLOCATION OF NON-SITE COSTS

(EP 52.242-310) (OCT 1991)" has been revised as annotated in bold. The text is as follows:

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment 8 to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report **on a 3 1/2" PC formatted** computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch
Environmental Protection Agency
Financial Management Division (3303F)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater

and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.

- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

10. The Section G clause entitled "G.7 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)" has been revised as annotated in bold. The text is as follows:

(a) The Contractor shall submit the information required by the clause entitled "Subcontracts" to the Contracting Officer and On-Scene Coordinator and obtain consent to subcontract from the Contracting Officer or On-Scene Coordinator in accordance with the following:

<u>DESCRIPTION</u>	<u>ACTION</u>	<u>RESPONSIBLE OFFICIAL</u>
--------------------	---------------	---------------------------------

Subcontracts under \$200,000 (Except as stated below)	Review & Consent	OSC
Sole Source Subcontracts Over \$25,000 (Except Transportation and Disposal)	Review Review & Consent	OSC CO
Sole Source Transportation and Disposal over \$200,000	Review Review & Consent	OSC CO
Innovative and Emerging Alternative Technology (All Dollar Amounts)	Review Review & Consent	OSC CO
All Other Actions Over \$200,000	Review Review & Consent	OSC CO

Innovative Alternative Technology is defined as any fully developed technology for which cost or performance information is incomplete, thus hindering routine use at CERCLA sites. An innovative alternative technology may require field testing before it is considered proven and available for routine and/or site specific use. Emerging Alternative Technology is defined as alternative technology in an earlier stage of development than innovative alternative technology, where performance research has not yet successfully passed laboratory or pilot testing.

OSCs have authority to consent to subcontractor selection regardless of the dollar amount in instances where Contracting Officer consent cannot be obtained due to time constraints. Such action requires that a request for the ratification of the Contracting Officer be submitted to the Contracting Officer within five working days in instances where the action exceeds the authority of the OSC as specified above.

(b) The contractor is required to obtain consent to subcontract for all cost reimbursement, time and material, and labor hour type subcontracts, and for all fixed price subcontracts that either exceed \$25,000 or five percent of the total estimated cost of the prime contract, whichever is less. Subcontract consent is for subcontracted tasks involving "hot zones", all levels, indemnification, conflict of interest or safety training. (For additional review and/or approval for pollution liability indemnification, refer to Sections I and H of this RFP). For the purposes of this clause, a "hot zone" is defined as a site area requiring personal protective equipment at any level. The authority to consent to subcontracts is delineated in paragraph A herein.

(c) In instances where the subcontract exceeds \$25,000 or is of a number of subcontracts with a single subcontractor for the same or related supplies or services that in the aggregate are expected to exceed \$25,000, the Contractor shall provide in Block 23 of the EPA Form 1900-55 (or as an attachment thereto) prepared for the day on which the consent for the subcontract is given, information on how the subcontractor was selected and the competition obtained. For noncompetitive subcontracts, the Contractor shall provide a sole source justification which states why there is only one

source and what efforts were made to obtain competition. A copy of the information upon which the subcontractor selection was made and/or the sole source justification must be attached to the Contracting Officer's copy of the EPA Form 1900-55.

(d) The following are designated as "Team Subcontractors" with rates established in the contract: TBD

Additional team subcontractors may be approved in writing only by the Contracting Officer.

(e) Additional subcontract consent provisions:

(1) Subcontract consent given under this clause is conditional upon the prime contractor providing the information required by Part 44 of the FAR to support the proposed subcontract;

(2) A copy of the signed subcontract shall be sent to the reviewing and consenting official(s);

(3) EPA consent to the subcontract does not relieve the prime contractor of any obligations or responsibilities under the prime contract;

(4) EPA consent to the subcontract does not create any obligation for EPA relative to the subcontractor;

(5) EPA consent to the subcontract does not create any "privity of contract" between EPA and the subcontractor;

(6) EPA consent to the subcontract does not constitute a determination as to the acceptability of the subcontract price or the allowability of subcontract costs;

(7) EPA consent to the subcontract does not constitute approval of the terms and conditions of the subcontract; and

(8) The Contracting Officer will act only in disputes arising under the prime contract even if a subcontractor is affected by the dispute between EPA and the prime contractor.

11. The Section H clause entitled "H.6 LIMITATION OF FUTURE CONTRACTING (ALTERNATE I) ERRS" has been deleted and is replaced with the following (number 13 below):

12. The Section H clause entitled "LIMITATION OF FUTURE CONTRACTING (EPAAR 1552-209.74) (MAR 1997) (ALTERNATE I) ERRS" has been added. The text is as follows:

(a) The parties to this contract agree that the Contractor will be

restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant EPA Contracting Officer, the Contractor, during the life of the delivery order or tasking document and for a period of five (5) years after the completion of the delivery order or tasking document, agrees not to enter into a contract with or to represent any party, other than EPA, with respect to: (1) any work relating to CERCLA activities which pertain to a site where the Contractor previously performed work for EPA under this contract; or (2) any work that may jeopardize CERCLA enforcement actions which pertain to a site where the Contractor previously performed work for the EPA under this contract.

(d) During the life of this contract, including any options, the Contractor agrees that unless otherwise authorized by the Contracting Officer:

(1) It will not provide any Superfund Technical Assistance and Removal Team (START) type activities (e.g., START contracts) to EPA within the Contractor's ERRS assigned geographical area(s), either as a prime contractor, subcontractor, or consultant.

(2) It will not provide any START type activities (e.g., START contracts) to EPA as a prime contractor, subcontractor or consultant at a site where it has performed or plans to perform ERRS work.

(3) It will be ineligible for award of START type activities contracts for sites within its respective ERRS assigned geographical area(s) which result from a CERCLA administrative order, a CERCLA or RCRA consent decree or a court order.

(e) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to enter into an EPA contract or a subcontract under an EPA contract, which supports EPA's performance of Superfund Headquarters policy work, including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of response action activities, unless otherwise authorized by the Contracting Officer. Examples of such contracts include, but are not limited to, Superfund Management and Analytical support contracts, and Superfund Technical and Analytical support contracts.

(f) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to

enter into the contract is denied or approved.

(g) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(h) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (h) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(i) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(j) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

13. The Section H clause entitled "H.7 TASK ORDER CONFLICT OF INTEREST CERTIFICATION" has been revised as annotated in bold. The text is as follows:

Within 20 calendar days of receipt of the Task Order, the contractor shall provide the Contracting Officer with a conflict of interest certification. **The contractor is required to provide a conflict of interest certification for the each task order issued under the contract. The contractor has a continued obligation to search and report any actual or potential conflicts of interest during the course of performing under a task order.**

In the certification, the contractor must certify, to the best of the contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that, to the best of the contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the contractor must certify that its personnel who perform work under this task order or relating to this task order, have been informed of there obligations to report personal and organizational conflicts of interest to the contractor. The certification

shall also include a statement that the contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this task order or other work relating to this site.

14. The Section H clause entitled "INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)" has been added. The text is as follows:

(a) (1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

15. The Section H clause entitled "H.13 LIMITATION ON REIMBURSEMENT FOR RENTAL EQUIPMENT (EP 52.231-305) (APR 1992)" has been deleted in its entirety.

16. The Section H clause entitled "H.14 LIMITATION ON FIXED-RATE EQUIPMENT CHARGES (EP 52.231-310) (APR 1992)" has been deleted in its entirety.

17. The Section H clause entitled "H.20 BACKGROUND CHECKS FOR EPA CONTRACTORS PERFORMING SERVICES (MARCH 2004)" has been deleted and replaced with the clause entitled "BACKGROUND CHECKS FOR EPA CONTRACTORS PERFORMING SERVICES (EP-S 04-01) (FEB 2004) DEVIATION."

18. The Section H clause entitled "H.24 TRANSBOUNDARY EFFORTS (MAR 2004)" has been revised as annotated in bold. The text is as follows:

The contractor shall provide support activity in a foreign country in accordance with the contract Statement of Work to the extent that there is domestic legal authority to provide such support activity, **a request by the foreign government**, and to the extent that such support activity is authorized by, and consistent with, an international agreement between the government of the U.S. and the government of the foreign country. The contractor is advised

that it may be subject to applicable foreign law while performing such support activity in the foreign country and the Contractor is responsible for ensuring that it complies with all relevant requirements of the foreign country that are necessary to perform such support activity in those countries.

19. The Section H clause entitled "ALTERNATE PROGRAM MANAGER" has been deleted in its entirety.

20. The Section H clause entitled "H.3 "GREEN" ACCOMMODATIONS" has been revised. The text is as follows:

The contractor shall, to the greatest extent possible, utilize "green" accommodations during performance of this contract. The contractor is encouraged to use the checklist in Attachment No. 13 of the contract to evaluate accommodations when making reservations.

21. The Section H clause entitled "TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (EP-S 00-02) (SEP 2000)" has been added. The text is as follows:

The Task-Order and Delivery-Order Ombudsman for this contract is:

Name:	<u>Corinne M. Sisneros</u>
Address:	<u>1200 Pennsylvania Avenue, N.W. 3801R</u> <u>Washington, D.C. 20460</u>
Telephone Number:	<u>(202) 564-4321</u>
Facsimile Number:	<u>(202) 565-2473</u>
E-Mail Address:	<u><sisneros.corinne@epa.gov></u>

22. The Section H clause entitled "BACKGROUND CHECKS FOR EPA CONTRACTORS PERFORMING SERVICES (EP-S 04-01) (FEB 2004) DEVIATION" has been added. The text is as follows:

(a) The requirements of this clause apply to the successful awardee(s) of the contract.

(b) Definitions: For purposes of this clause, on-site refers to any federally-owned or leased space and any commercial space primarily occupied by Federal workers. It also includes EPA designated Superfund sites regardless of whether or not they are federally-owned or leased.

(c) The contractor shall collect the background check information described below for all employees who will be working ERRS work under this contract prior to the employee beginning contract work. Contractors are responsible for collecting the background check information and submitting such information to the EPA Headquarters Personal Security Branch prior to the employee beginning to perform any work under the contract. The information will be used by EPA to make a suitability determination regarding the employee's suitability to perform work under the contract. Except as

otherwise permitted by this clause or any other clause in the contract, no employee to whom the requirements of this clause apply may perform contract work until EPA determines the suitability of the employee to perform work under the contract. At a minimum, the background check information to be collected and submitted by the contractor must include the following information:

- (i) Law enforcement checks (Federal, State, and Local for the past 5 years);
 - (ii) Social Security Number trace; and
 - (iii) Verification of U.S. citizenship or legal resident status.
- (d) The contracting officer will notify the contractor within 30 days from the date of the submission of the background check information to EPA of those employees found unacceptable by EPA to perform contract work based on the suitability determination. The contractor is responsible for a qualified replacement.
- (e) Compliance with the requirements of this clause shall not be construed as providing a contractor employee clearance to have access to classified information or confidential business information.
- (f) Contracting officers, on a case-by-case basis, may, either temporarily or permanently, waive the requirements of this clause, if they determine, in writing, that background checks and suitability determinations are not necessary: (1) at a specific location, (2) for a specific individual, or (3) prior to beginning work.
- (g) The contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts that will perform the work identified in paragraph (c) of this clause under this contract.
- (h) The contractor must submit the following information to the Agency:
- (i) The background check information on all applicable employees, required in (c) above;
 - (ii) The name and phone number of the cognizant EPA contracting officer; and
 - (iii) A copy of the contract statement of work.

By Mail: US EPA Headquarters
 Personal Security Branch (3206R)
 Office of Administrative Services
 1200 Pennsylvania Avenue, NW
 Washington, DC 20460

By Courier: US EPA Headquarters
 Personal Security Branch (3206R)
 Office of Administrative Services
 Ronald Reagan Building

Mezzanine Floor, Room M-300
1301 Pennsylvania Avenue, NW
Washington, DC 20001

23. The Section H clause entitled "H.37 USE OF CONTRACTOR-OWNED OR AFFILIATED LABORATORIES AND TREATMENT FACILITIES" has been revised. The text is as follows:

The On-Scene Coordinator (OSC), in conjunction with the Contracting Officer, will determine the appropriateness of using contractor-owned or affiliated laboratories under this contract. Such determinations need to be based on competition, site safety concerns, and the potential for an actual or potential conflict of interest on the part of the contractor.

There are certain situations where the use of a contractor-owned or affiliated laboratory and/or treatment facility would not be appropriate, such as in determining the extent of contamination and/or estimating volumes of material to be disposed. However, under emergency response conditions, there may be instances where real time analytical support services from the contractor-owned or affiliated laboratories are necessary. Situations of this nature would be the real time analysis of unstable waste materials to provide OSCs with the information to protect the public health and environment as well as site personnel.

24. The Section H clause entitled "H.39 TASK ORDERS" has been revised as annotated in bold. The text is as follows:

(a) **Performance** of the cleanup services under this contract shall be made only as authorized by orders issued in accordance with and by individuals named in Section G entitled, "Ordering--By Designated Ordering Officers (EPAAR 1552.216-72) (APR 1984)." Authorized ordering personnel listed may issue orders orally under this contract when warranted for **emergencies only. These assignments must then be issued in writing by the Contracting Officer within forty-eight (48) hours after the oral direction.** The Task Order shall indicate on which date the assignment was issued orally.

(b) The Government is obligated to make payment only for work actually completed regardless of any estimates of prospective quantities.

(c) Nothing contained in this contract shall prohibit the Government from placing other orders or contracts for this or similar services.

(d) Cleanup efforts will only be ordered through the issuance of individual Task Orders. All Task Orders issued will be for the services specified in each Task Order, and will be in accordance with the fixed rates specified elsewhere in this contract.

(e) The On-Scene Coordinator named in the Task Order will be responsible for the technical administration of Task Orders placed hereunder. Neither Ordering Officers nor On-Scene Coordinators have authority to modify any provision of this contract. Any request for deviation from the terms of this

contract or any Task Orders issued hereunder must be submitted to the Contracting Officer for contractual action.

(f) A separate Optional Form 347 or EPA Form 1900-59 will be issued for each task order. Each task order will include:

- (1) Date of order.
- (2) Contract Number and order number.
- (3) Item number and description, quantity, and unit price.
- (4) Delivery or performance date.
- (5) Place of delivery or performance (including consignee).
- (6) Packaging, packing, and shipping instructions, if any.
- (7) Accounting and appropriation data.
- (8) Any other pertinent information, such as the time of the order (if issued verbally), name of the On-Scene Coordinator (OSC) responsible for providing technical direction at that site and the required response time.
- (9) Location of the site and the name of the Response Manager assigned by the Contractor.
- (10) The specific Statement of Work related to the cleanup activity covered by the Task Order, any "optional" reports required, and any other special technical requirements, instructions or clearances.

(g) The contractor shall acknowledge receipt of each order in writing within 5 calendar days after its issuance date. Such acknowledgment shall be submitted to the Ordering Officer, with a copy forwarded to the Contracting Officer responsible for administration.

(h) Upon receipt of the order, if the Contractor considers the specified completion date to be unreasonable or unrealistic for the required effort, he shall notify the Contracting Officer within five (5) days of receipt of the order or one-half (1/2) of the time specified for performance of the order, (whichever is less) stating why the completion date is considered unrealistic.

(i) The ceiling amount for each task order will be the ceiling price stated therein, and constitutes the maximum amount for which the Government shall be liable. The Contractor shall not make expenditures or incur obligations in the performance of the order which exceed the specified ceiling amount except at the contractor's own risk. Any increase to the ceiling amount will be authorized in a written modification to the Task Order, and will be a unilateral action by the Government.

(j) A standard Form 30 will be used to modify all Task Orders, and will be signed by the Contracting Officer and when applicable the Contractor.

25. The Section H clause entitled "H.50 AWARD TERM OPTION INCENTIVE GUIDANCE" has been revised as annotated in bold. The text is as follows:

As described below, the contract period of performance may be extended through the exercise of a contract award term incentive option based on contractor performance as evaluated by the Government in the Award Term Option Incentive

Plan.

- 1) **Period of Performance:** The contract period of performance is from the effective date of the contract through the potential 60 months (inclusive of two twelve-month optional Award Term Options). These additional award term option periods will be awarded by the government based on overall contractor performance as evaluated in accordance with the Award Term Option Incentive Plan. The option periods are given as follows:

Base Period:	36 months - 3 years
Award Term I:	12 months - 1 year
Award Term II:	12 months - 1 year

- 2) **Award Term Option Incentive Plan:** The Award Term Option Incentive Plan provides for the evaluation of both technical and cost performance, and serves as the basis for any award term option decisions. The Award term Option Incentive Plan may be unilaterally revised by the government and re-issued to the Contractor at least sixty (60) days prior to the commencement of any Award Term Option evaluation period. Any changes to the Award Term Option Incentive Plan will be made in writing and incorporated into the contract through a unilateral modification citing this clause. The government will consult with the contractor prior to the issuance of a revised Award Term Incentive Plan, but is not required to obtain the contractor's consent to the revisions. An Award Term Determination Official (ATDO) shall be appointed by the government and is responsible for the overall award term evaluation and award term decisions. The ATDO will unilaterally decide whether or not the contractor has earned an award-term extension. For this contract, the ATDO will be the **Chief of the Contracts Management Section**.

- 3) **Government's right to Cancel the Award Term Option Incentive:** The Government has the unilateral right to cancel the Award Term Option Incentive in this contract if:

1. the contractor has failed to earn an award term by the end of the second year of contract performance;
2. if, after earning its first award term, the contractor fails to earn an award term in any succeeding year of contract performance;
3. the services are no longer needed.

Cancellation of an Award Term that has not yet commenced for any of the reasons set forth in this clause shall not be considered either a termination of convenience or a termination for default, and shall not entitle the contractor to any termination settlement or any other compensation. If the CO determines that either condition (1) or (2) above apply, and cancels the award term option incentive, then the resulting unilateral modification will cite this clause as the authority.

- 4) **Award Term Option Incentive Administration:** The award term evaluation will be completed in accordance with the schedule given in the Award

Term Option Incentive Plan in Section H. Award term decisions that affect the period of performance will commence at the end of the base period and conclude at the end of contract year four (conclusion of Option I/commencement of Option II).

5. **Award Term Option Incentive Decisions:** For evaluation purposes, at months 33 and 48, the contractor's rating must be a "Good" or above to be awarded an award term option.
 6. **Automatic Re-competition Decision:** The contract will be automatically re-competed at the conclusion of the second award term option or **at the end of the three-year base period** if the contractor fails to earn an award term option.
 7. **Review Process:** The Contractor may request a review of an award term option decision. The request shall be submitted in writing to the Contracting Officer within 15 days after notification of an award term decision. The **Chief of the Contracts Management Section** will conduct any award term option decision reviews.
26. The Section H clause entitled "H.51 AWARD TERM OPTION INCENTIVE PLAN" has been revised as annotated in bold. The text is as follows:

- I. INTRODUCTION: This plan covers the administration of the award term provisions of the ERRS contract.

OBJECTIVE OF THE AWARD TERM:

The award term incentive affords the contractor an opportunity to earn additional option periods commensurate with the achievement of consistently good performance in pursuit of contractual objectives and goals.

The decision to exercise an option under this contract is dependent upon government need, AND the contractor's performance over the prior base or option period. The Award Term decision is based upon an evaluation by program and contracting personnel regarding the contractor's performance. The purpose of the Award Term option incentive is to motivate the contractor to provide excellence in the performance of activities related both collectively and individually on all Task Orders issued under this contract.

The Award Term evaluation and decision, as determined by the Award Term Determination Official (ATDO), shall be based upon completed Task Orders which may be either time-and-materials and/or fixed-price. The Performance Evaluation Board (PEB) will make a recommendation to exercise an option. The PEB will consist of the following individuals: **Chief of the Contracts Management Section**, Project Officer, and the Contracting Officer. During the base period and Option I, the decision to exercise an option based upon an Award Term decision will be made not less than 2 months prior to the date of the next option period. The contract evaluation periods are as follows:

Contract Period of Performance		Contract Evaluation Period
Base	Months 1-36	For the first evaluation period, the award term evaluation will be arrived at by

averaging all Task Order performance ratings.

Award Term decision to be finalized not later than the end of Month Notification of intent to exercise Option I to be issued by end of Month 34 (60 days in advance).

Option I Months 37-48

Second Evaluation Period: Award Term decision to be finalized not later than the end of month 45. Notification of intent to exercise Option II to be issued by end of Month 46 (60 days in advance).

Option II Months 48-60

No Award Term Evaluations or decisions will be made during this option period. Standard annual and end-of-contract performance evaluations will be performed.

II. PERFORMANCE EVALUATION CATEGORIES, CRITERIA, AND RATING GUIDELINES

In order to evaluate the contractor's performance at the completion of all Task Orders, evaluation categories and a set of evaluation criteria have been developed. This section highlights these components of the plan by defining each performance evaluation category and describing rating guidelines for scoring work performed under each of the criteria.

Performance Evaluation Category:

The Government shall conduct an overall evaluation of the contractor's performance of Task Orders during each evaluation period as set forth in this clause/plan.

Rating Guidelines:

Rating guidelines for each of the performance evaluation criteria are provided in Exhibit 3. These guidelines are provided to establish a uniform system of evaluating performance for each of the evaluation criteria.

III. EVALUATION REQUIREMENTS

The applicable evaluation requirements are attached as indicated below:

Requirement	Exhibit
Adjectival Ratings	1
Evaluation Criteria for Task Orders	2
Rating Guidelines for Performance Evaluation Criteria	3

Exhibit 1

ADJECTIVAL RATINGS

Adjectival Ratings shall be broken down into the six (6) categories shown below. These ratings are similar to the NIH Past Performance rating system.

0=Unsatisfactory

1=Poor

2=Fair

3=Good

4=Excellent

5=Outstanding

N/A=Not Applicable

A decision to exercise an Option under this contract will be made only upon the contractor achieving the appropriate award term rating during an evaluation period as set forth below. For each evaluation period, the overall rating will be a composite of the individual scores for the elements. The contractor is required to score an overall rating of "Good" or above. If the contractor achieves the above rating, the Government may unilaterally exercise the award term option.

Exhibit 2

EVALUATION CRITERIA

NOTE: These categories of evaluation criteria are consistent with those used on the Past Performance Questionnaire used during the solicitation phase for the award of this contract.

1. QUALITY OF SERVICES DELIVERED:

a. The contractor's performance in complying with contract requirements, quality achieved, and overall technical expertise demonstrated.
(For example: on-time contractor arrival to site, establishment of call center, effective subcontracting, meeting permit requirements, accomplishment of transportation and disposal of wastes)

b. Extent to which the contractor's reports and documentation were accurate, complete and submitted in a timely manner? (For example: accurate, complete, and on-time project work plans and daily cost accounting reports, site safety and quality assurance plans)

c. The contractor's key personnel (technical expertise, management capabilities)

d. The contractor's key personnel response to technical direction by government

2. EFFECTIVENESS OF MANAGEMENT:

Extent to which the contractor was able to solve contract performance problems, including subcontractor performance problems, without extensive guidance from government

3. INITIATIVE IN MEETING CONTRACT REQUIREMENTS:

Extent to which the contractor displayed initiative in meeting requirements

4. TIMELINESS OF PERFORMANCE:

Extent to which the contractor met project schedules

5. COST CONTROL:

a. Extent to which the contractor displayed initiative in controlling overall Task Order costs

b. Extent to which the contractor was able to track costs and provide accurate, complete and timely tracking reports? (For example: accurate, on-time daily cost accounting reports)

c. Extent to which the contractor's billings current, accurate and complete? (For example: accurate, on-time daily cost accounting reports)

6. BUSINESS PRACTICES:

Extent to which the contractor coordinated and cooperated with the government?

7. CUSTOMER SATISFACTION:

Extent to which the OSC was satisfied with the overall performance of the contractor.

Exhibit 3

Rating Guidelines For Performance Evaluation Criteria

On the Task Order Evaluation, each OSC will assign each category listed in Exhibit 2 one of the following ratings:

- 0 = Unsatisfactory
- 1 = Poor
- 2 = Fair
- 3 = Good
- 4 = Excellent
- 5 = Outstanding

The following criteria will be used as guidance in making these evaluation.

A. UNSATISFACTORY

QUALITY OF SERVICES DELIVERED: Non-conformance is jeopardizing the achievement of contract requirements despite major Agency involvements

EFFECTIVENESS OF MANAGEMENT: Uneffective management and inability to solve contract performance problems is jeopardizing the achievement of contract requirements despite major Agency involvement

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's complete lack in displaying initiative in meeting requirements is jeopardizing the achievement of contract requirements despite major Agency involvement

TIMELINESS OF PERFORMANCE: Delays are jeopardizing performance of contract requirements despite major Agency involvement

COST CONTROL: Inability to manage cost issues is jeopardizing performance of contract requirements despite major Agency involvement

BUSINESS PRACTICES: Response to inquiries, technical/service/administrative issues is not effective

CUSTOMER SATISFACTION: Overall performance of the contractor jeopardized the achievement of contract requirements despite major Agency involvement

B. POOR

QUALITY OF SERVICES DELIVERED: Overall compliance requires major Agency involvement to ensure achievement of contract requirements

EFFECTIVENESS OF MANAGEMENT: Effective management and ability to solve contract performance problems requires major Agency involvement to ensure achievement of contract requirements

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's display of initiative in meeting requirements requires major Agency involvement

TIMELINESS OF PERFORMANCE: Delays require major Agency involvement to ensure achievement of contract requirements

COST CONTROL: Ability to manage cost issues requires major Agency involvement to ensure achievement of contract requirements

BUSINESS PRACTICES: Response to inquires, technical/service/administrative issues is marginally effective

CUSTOMER SATISFACTION: Overall performance of the contractor required major Agency involvement to ensure achievement of contract requirements

C. FAIR

QUALITY OF SERVICES DELIVERED: Overall compliance required minor Agency involvement to ensure achievement of contract requirements

EFFECTIVENESS OF MANAGEMENT: Effective management and ability to solve contract performance problems requires minor Agency involvement to ensure

achievement of contract requirements

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's display of initiative in meeting requirements requires minor Agency involvement

TIMELINESS OF PERFORMANCE: Delays require minor Agency involvement to ensure achievement of contract requirements

COST CONTROL: Ability to manage cost issues requires minor Agency involvement to ensure achievement of contract requirements

BUSINESS PRACTICES: Response to inquiries, technical/service/administrative issue is somewhat effective

CUSTOMER SATISFACTION: Overall performance requires minor Agency involvement to ensure achievement of contract requirements

D. GOOD

QUALITY OF SERVICES DELIVERED: Overall compliance requires no Agency involvement to ensure achievement of contract requirements

EFFECTIVENESS OF MANAGEMENT: Effective management and ability to solve contract performance problems requires no Agency involvement to ensure achievement of contract requirements

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's display of initiative in meeting requirements requires no Agency involvement

TIMELINESS OF PERFORMANCE: Delays require no Agency involvement to ensure achievement of contract requirements

COST CONTROL: Management of cost issues requires no Agency involvement to ensure achievement of contract requirements

BUSINESS PRACTICES: Response to inquires, technical/service/administrative issues is usually effective

CUSTOMER SATISFACTION: Overall performance requires no Agency involvement to ensure achievement of contract requirements

E. EXCELLENT

QUALITY OF SERVICES DELIVERED: There are no quality problems and quality slightly exceeded the contract requirements

EFFECTIVENESS OF MANAGEMENT: The contractor's ability to effectively manage the contract and ability to solve contract performance problems slightly exceeds contract requirements

INITIATIVE IN MEETING CONTRACT REQUIREMENTS: The contractor's display of initiative in meeting requirements slightly exceeds contract requirements

TIMELINESS OF PERFORMANCE: There are no unexcused delays and performance

slightly exceeds contract requirements

COST CONTROL: There are no unresolved cost management issues and performance in this area slightly exceeded contract requirements

BUSINESS PRACTICES: Response to inquires, technical/service/administrative issues is effective and performance in this area slightly exceeded contract requirements

CUSTOMER SATISFACTION: Overall performance slightly exceeded contract requirements

F. OUTSTANDING (all categories)

The contractor has demonstrated an outstanding performance level in any of the categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly and greatly exceeds the performance levels required by the contract.

27. The Section H clause entitled "STAGED ELECTRONIC DATA DELIVERABLE (SEDD) (APR 2004)" has been added. The text is as follows:

For all analytical chemistry laboratory services procured through the contractors' laboratory or through a subcontracted laboratory under this contract, the laboratory shall be required to report data in the Staged Electronic Data Deliverable (SEDD) format. The minimum requirement for the laboratory is the delivery of a SEDD Stage 2a deliverable. Electronic deliverables meeting SEDD Stage 2b and Stage 3 requirements are also acceptable and encouraged. Once the files have been received from the laboratory, the contractor must electronically review the files to meet project data quality requirements using the U.S. Army Corps of Engineers (USACE) Automated Data Review (ADR) software or equivalent. The USACE ADR software will be provided by U.S. Environmental Protection Agency (USEPA) to the contractor. The original data (in the SEDD format), specifications for data review, and results of the automated data review shall be provided to USEPA upon request. In emergency response situations where rapid transmittal of initial results are required, preliminary data may be delivered directly to USEPA. Preliminary data shall be followed by data delivered in the SEDD format by the laboratory, with contractor review using the ADR software or equivalent.

Information on SEDD can be obtained at the following websites:

<http://www.epa.gov/superfund/programs/clp/sedd.htm>

<http://www.environmental.usace.army.mil/info/technical/chem/chemtopics/chemedd/chemedd.html>

Exceptions: Data from microbiological, physical, and bio assay tests are not required to be delivered in the SEDD format.

28. The Section I clause entitled "I.4 ORDERING (FAR 52.216-18) (OCT 1995)" has been deleted in its entirety.

29. The Section I clause entitled "REQUIREMENTS" has been added. The text is as follows:

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Section F clause entitled "EFFECTIVE PERIOD OF CONTRACT-TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)." The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to perform under this contract after 90 days beyond the expiration date of the contract.

30. The Section I clause entitled "I.6 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)" has been deleted in its entirety.

31. The Section L clause entitled "L.12 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION" has been revised as annotated in bold. The text is as follows:

As stated in FAR clause 52.215-1(f)(4), "The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions:

The offeror shall include a table of contents and a brief executive summary describing the highlights of the proposal. Technical proposals must be submitted in an original and five (5) copies. Offerors shall submit their proposals in a format which follows the topics identified in the Technical Evaluation Criteria (see clause M.2 "Evaluation Factors for Award"). Offerors are strongly encouraged to prepare their proposals as succinctly as possible. Offerors should include in their proposals the information necessary to evaluate the proposals based on the evaluation factors set forth in Section M. Although there will not be a page limitation on the technical proposal, offerors are advised that the quality of the information provided is more important than the quantity. Elaborate brochures or other presentations beyond that which is sufficient to present a complete and effective proposal are neither necessary nor desired. Clarity, brevity, and logical organization shall be emphasized during proposal preparation.

The proposal should be prepared on standard 8.5" x 11" paper, single spaced, with foldouts as required. If foldout pages are used, they must not exceed 11" x 17". "Two-sided" printing is required. Pages must be numbered consecutively. Type size shall not be less than 12 CPI or 12 point and shall not be printed reduced in size.

A. MANAGEMENT**1. MANAGEMENT APPROACH (5 Points)**

Offerors shall address their proposed project organization and procedures for retaining, maintaining, managing and supporting the personnel and equipment listed in Section B. The offeror shall show how these items will be made available (including the mobilization point(s) of response crews and equipment) at any location in the Puerto Rico and the U.S. Virgin Islands within the response time limits specified elsewhere in this Request for Proposal (RFP). Offerors should cite recent, relevant corporate experience to demonstrate their ability to provide the response cleanup services, on-site, within the response time limits.

Offerors shall describe their management structure for managing all work and coordinating all activities with the EPA.

Offeror shall describe their approach for identifying and conducting training for in-house and subcontractor personnel.

The offeror shall present a corporate health and safety program for protecting all employees working on this contract and its approach for implementing the program. The offeror shall demonstrate how the program will affect the number of personnel on scene, given OSHA requirements for initial entry and for temperature extremes.

Offerors shall describe their method for ensuring that all storage, transportation, treatment and disposal of hazardous waste are accomplished in a manner that meets all applicable federal, state, and local safety and environmental laws and regulations.

2. COST CONTROL (5 Points)

Offerors shall describe how their financial information system is capable of tracking, reporting and invoicing all expenditures of labor, equipment and materials by site.

Offerors shall describe the cost control procedures they propose to use during removal activities, including the preparation of EPA Form 1900-55, Contractor Daily Cost Report, as described in clause F.3, and purchasing of materials. The offeror shall also describe procedures for identifying, reviewing and reconciling all cost variances between its cost accounting and invoicing system and the EPA Form 1900-55. Offerors shall present their proposed method for estimating costs during work plan development.

The offeror shall cite recent, direct corporate experience in managing the financial aspects of efforts similar to the SOW, including examples of cost control techniques utilized in these efforts.

3. SUBCONTRACT MANAGEMENT (5 Points)

The offeror shall identify any and all subcontractors proposed as part of the cleanup services and delineate their roles and responsibilities. The offeror shall demonstrate how these subcontractors will be effectively incorporated into the overall project organization.

The offeror shall demonstrate it's competence to perform subcontractor management including, how subcontractors will be located, competed, selected and managed throughout the life of the subcontract. Offerors shall demonstrate their working arrangement (e.g., letters of credit, basic ordering agreements, etc.) with providers of cleanup equipment, materials, and services including security, drilling, fencing, testing, transportation and disposal.

4. EQUIPMENT (5 Points)

Offerors must demonstrate that they can provide sufficient quantities of all the response equipment and materials listed in Section B to perform cleanup services for, at a minimum, three (3) concurrent removal actions in Puerto Rico and the U.S. Virgin Islands.

Offerors shall demonstrate how they will comply with state and local transportation permits and labeling regulations required for transporting response vehicles and equipment (e.g., height and weight restrictions, reagent labeling and any other requirements).

5. REGULATORY COMPLIANCE (5 Points)

Offerors will demonstrate their understanding of the "Applicable or Relevant and Appropriate Requirements" (ARAR's) that must be addressed during removals under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Re-authorization Act (SARA). The discussion should include technical and procedural requirements

and contracting and subcontracting requirements. In addition, the discussion should include the land disposal restrictions under the Resource Conservation and Recovery Act (RCRA), as amended, and the CERCLA Off-Site Disposal Policy.

6. QUALITY ASSURANCE (5 Points)

Offerors will demonstrate how proposed Quality Assurance procedures will ensure that all monitoring data obtained under this contract will be of known quality.

The offeror shall submit a detailed outline of a Quality Assurance (QA) program plan which fully describes the commitment of their management for ensuring that all environmental monitoring data obtained under this contract will be of known quality. The offeror shall indicate the expected time requirements from submission of samples to return of analysis reports ("turnaround time").

Offerors submission of sample QA project plans for SAMPLE WORK PLANS 1 and 2, listed in Section D below, shall include a discussion of the following:

QA program organization and responsibility, sampling procedures (references), sampling preservation procedures, sample custody, calibration procedures, analytical procedures, internal quality control checks, frequency documentation, and other factors that may affect the known quality of environmental data.

B. PAST PERFORMANCE INFORMATION (25 Points)

(1) Offerors shall submit past performance information in accordance with Section L Provision entitled "Past Performance Information (EPAAR 1552.215-75) (OCT 2000)."

C. PERSONNEL RESOURCES

1. PROGRAM MANAGER (KEY PERSONNEL) (10 Points)

The offeror shall present a description of the persons proposed to fill the position of Program Manager. The description shall contain a resume describing his or her education, background, recent technical and management experience, accomplishments and references that meet the requirements of the position as set forth in Attachment 4 of the RFP.

2. RESPONSE MANAGERS (KEY PERSONNEL) (10 Points)

Offerors must demonstrate that they will have sufficient qualified Response Managers to provide cleanup services for, at a minimum, three (3) concurrent removal actions.

Offerors shall provide a resume for each person describing how they meet the requirements of the position as set forth in Attachment 4 of the RFP. Resumes

shall describe on-site experience including time frame, name of employer, accomplishments and references. Resumes shall also describe the individual's pertinent on-scene technical experience in managing and supervising cleanup personnel, equipment and material during responses to oil and hazardous substance releases.

Offerors shall clearly demonstrate that the proposed Response Managers would be available to work on this contract if the offeror is selected for award. Offerors must provide the following information in a "labor availability matrix" - Response Manager category, employee name, employee's current employer (if not currently employed by the offeror), specific months of the year when this person is available, specific percentage when the employee is available to work on the proposed contract, hours in an employee year, current location of each individual as well as any proposed duty-station, years of experience in hazardous substance response and the percentage of hazardous substance response experience actually spent on site.

3. AVAILABILITY OF RESPONSE PERSONNEL (5 Points)

Offerors shall furnish their staffing and recruiting plan for providing sufficient qualified personnel for this contract, including their past recruiting experience. Show how you will maintain the technical expertise of personnel assigned to the contract. Discuss how your staffing plan accommodates normal fluctuating workloads in order to maintain an experienced work force during periods of work build-up and decline.

D. SAMPLE WORK PLANS (10 Points Each - 20 Points Total)

The Offeror shall prepare sample work plans for the two removal scenarios that follow. Note: no discussions with offerors will be conducted regarding this criteria. Each sample work plan shall describe:

(1) Your approach to both short and long term responses, including a description of the technical methods, management approach, and analytical needs;

(2) Your labor, equipment, and materials and amounts of each required to implement your approach;

(3) Your site safety plan, including decontamination procedures and emergency procedures;

(4) Your stabilization, treatment and/or disposal approach and implementation procedures;

(5) Your subcontracting needs and procedures to solicit and award subcontracts;

(6) Your cost control procedures;

(7) Your immediate and ongoing methods of communicating with the On-Scene Coordinator about the approach and progress;

- (8) Any assumptions or inferences you've made;
- (9) Your pertinent experience, briefly.

REMOVAL SCENARIOS:**Scenario #1:**

In the early morning hours, a fire broke out at a pesticide warehouse situated in Estate Carlton on St. Croix, U.S. Virgin Islands. A large variety and quantity of agricultural products including pesticides, herbicides, fumigants, and fertilizers were stored in the building along with seed grains, propane cylinders, and miscellaneous farm machinery.

During firefighting operations, an estimated 50,000 thousand gallons of water was used; much of this contaminated water migrated off-site, passing over adjacent residential properties, into a farmer's pond, and eventually finding its way into the Caribbean Sea via drainage ditches.

Vegetation and large numbers of birds were killed in the path of the plume, and fish and invertebrates died in a local farmer's pond as well as downstream at the discharge into the Caribbean Sea. A trench was dug by the Department of Public Works to intercept contaminated runoff, however, this trench was constructed after the bulk of fire fighting water had left the site.

Several hours after the fire was discovered, local fire and police officials began evacuating the town of Fredericksted. Residents living closest to the fire site have not been permitted to return to their homes.

The warehouse was a metal-sided structure on a concrete pad situated on a hill overlooking Centerline Road. The pesticides were stored in a variety of metal, plastic, and fiber containers. The warehouse owner's residence is adjacent to the site and was undamaged by the fire. The inventory records for the warehouse were kept in this building and were, therefore, not destroyed in the fire. A large number of propane cylinders and two drums of ethylene dibromide (EDB) were also present; the contents of the latter were not released during the fire. An extremely hazardous pesticide, EDB was banned by the US Environmental Protection Agency in 1983. Other materials of concern on the site included four drums of hexaflumuron, 23 drums of malathion, 3 drums of permethrin, six drums of "Toxaphene" (a restricted use insecticide), 167 bags of ammonium nitrate fertilizer, 240 bags of pelletized lime, 64 one gallon bottles of the herbicide "Roundup", three drums of kerosene, and 27 cases (24 cans per case) of "Off" mosquito repellant. In addition, a 300 gallon tractor mounted spray application tank parked next to the warehouse had been full of the herbicide "Diuron".

The Department of Health (DOH) placed an immediate restriction on the use of residential cistern water supplies until testing can be conducted to confirm its safety. The DOH also coordinated a blood/urine sampling program for response crews and others potentially exposed to chemicals. The results of this extensive testing showed no abnormalities. Milk was collected from local dairy herds for pesticide residue analysis and cattle in the immediate area were given blood tests and placed under veterinary observation as a

precaution.

The warehouse owner is unable to fund a cleanup and the Department of Planning and Natural Resources (DPNR) requested EPA assistance with the cleanup and ultimate disposal of contaminated building debris and the remaining "chemical soup," as well as off site contamination.

Scenario #2:

An abandoned box trailer was discovered in Arecibo, Puerto Rico yesterday evening at around 5 p.m. on Route 638 underneath the Route 22 overpass. According to the Deputy Chief of the Arecibo Fire Department, the spill was first reported by a local resident who noticed a "pungent odor." The resident called the police department. Upon arrival at the site, the patrolman noticed a leak from a container labeled hazardous and subsequently called the fire department. The discovery warranted a response by local fire and hazardous materials teams who closed the street. Traffic was completely blocked in both directions while the spill was being cleaned and a crowd of onlookers gathered to watch the cleanup effort.

The truck driver was not present at the site and the trailer appeared to have been transporting chemicals to local businesses.

The trailer leaking chemicals is situated 1/4 mile from a Senior's Independent Living Facility, but no one was evacuated from the building. Several local residents and the patrolman who first responded to the incident were examined at the scene and did not appear to be injured, but were taken to an Arecibo Hospital as a precaution. Route 22 is a major roadway connecting Arecibo and San Juan. Traffic is being detoured on both Rt 22 and Rt 638.

The truck is carrying forty-two boxes each containing twelve one-liter cans of ether, twenty eight drums of methanol, five drums of salicylic acid and fourteen drums of acetonitrile. These materials are highly flammable. In addition, these chemicals are absorbed through the skin and respiratory system and can have long term effects when one is exposed to large quantities.

The chemicals are used in local laboratories and pharmaceutical companies. Officials have not yet identified the company or companies to which the shipment was bound.

Hazardous materials teams on the scene worked to contain the spill by placing three overpack drums with an absorbent substance underneath the leaking trailer to catch the material.

The investigation into the owner of the trailer by police officials identified a local trucker who is not permitted to haul hazardous materials. The truck driver, having stopped under the overpass to go to the bathroom, noticed the leak and panicked causing him to abandon the trailer.

The truck owner is unable to fund a cleanup and the Puerto Rico Environmental Quality Board (EQB) requested EPA assistance with the cleanup and ultimate disposal of the chemicals and contaminated soil.

(b) Cost or pricing proposal instructions:**FIXED LABOR RATES:**

Offerors shall list fixed hourly rates for all categories of labor and for all years listed in clause B.1. The fixed rate shall include all expenses including, program management costs, salary, facilities capital cost of money, if applicable, report preparation, clerical support, profit and all indirect costs such as overhead and general and administrative expenses. In addition, time in travel is not an allowable direct charge to this contract. Therefore, if your company's policy is to pay your employees their salary while they are traveling to and from the site, your fixed hourly rates should include a factor for time spent in travel.

Offerors must list a separate rate for straight time and overtime. If you intend to charge the same rate for any of the listed categories (i.e. straight time, overtime, etc.) that rate must be listed for each category. Offerors must propose a rate for each and every category of labor in order to be considered for award.

The following five categories of labor listed in clause B.1 correspond to the following DOL Wage Determination Occupation Codes and Titles:

Clause B.1

Heavy Equipment Operator
Cleanup Technician
Chemical Technician
Truck Driver
Field Clerk/Typist

DOL Wage Determinations

Heavy Equipment Operator #23440
Laborer #23470
Environmental Technician #29090
Truck Driver, Heavy Truck #31363
General Clerk IV #01118

The fixed rates for categories of labor covered by the Service Contract Act shall not be escalated for years 2 through 5. Fixed rates for all other categories of labor may be escalated.

FIXED EQUIPMENT RATES:

Offerors shall list fixed daily rates for all categories of equipment for all periods listed in clause B. 1. The offeror shall propose a daily equipment rate that will consist of all costs and profit related to the piece of equipment, including transportation of the equipment to and from the site. Offerors must propose a rate for each and every category of equipment in order to be considered for award. The fixed daily rate shall apply to all equipment whether owned or rented.

OTHER DIRECT COSTS:

Other Direct Costs (ODCs) include all other contract related charges beyond the fixed labor and equipment listed in clause B.1. Such efforts typically include, but are not limited to; subcontracting, materials, and travel and subsistence. See clause L.14.

MATERIAL HANDLING COST:

This is a Time and Materials (T&M) type contract. For the purposes of this contract, any material handling cost will apply to the Other Direct Costs (ODCs). If offerors normally apply a material handling cost (indirect cost) as described in FAR 16.601(b)(2), this material handling cost shall not include costs contained in the fixed rates for labor and equipment. This percentage should be included in your proposal in clause B.1. This material handling cost is subject to full review by the EPA and must conform to the cost principles in FAR Part 31. If proposed, the offeror shall provide an explanation and support of the rate as part of your price proposal.

GENERAL PRICING PROPOSAL INSTRUCTIONS:

In the event that there is a difference between the proposed unit price (fixed hourly labor rates and/or fixed daily equipment rates) and the extended total for any line item, the unit price will be held to be the intended price and the total will be adjusted accordingly.

Since the estimated quantities are spread over a five (5) year period, the following method shall be used by all offerors to determine the total price of their proposal. Multiply each period's proposed rate by 1/5th the estimated quantity for that line item. Total the five periods to arrive at a total for the line item. The total of line items 0001 through 0055 shall be added to the amount for Other Direct Costs (line item 0056) and any applicable material handling cost (line item 0057). This total will comprise the offeror's price for evaluation purposes.

1. Cost or pricing information.

- (i) The contract schedule includes a "Fixed Rates for Services" clause B.1. Therefore, please provide in your price proposal a schedule duplicating the format in the clause and include your proposed fixed rates per labor and equipment categories for all the contract periods.

- (ii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

2. Direct Labor - Indicate which rates have been escalated for periods 2 through 5. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

3. Indirect costs - material handling cost.

(i) If your rate has been recently approved, include a copy of the rate agreement.

(ii) Submit supporting documentation for rates which have not been approved or audited.

32. The Section L clause entitled "L.11 PROPOSAL INSTRUCTIONS--"GREEN" ACCOMMODATIONS" has been deleted in its entirety.

33. The Section L clause entitled "L.14 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)" has been revised as annotated in bold. The text is as follows:

Offerors must submit all technical questions concerning this solicitation in writing to Tanya Hoston at hoston.tanya@epa.gov or Melissa Onyszko at onyszko.melissa@epa.gov. EPA must receive the questions no later than **April 26, 2004**. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

34. The Section L clause entitled "L.17 EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)" has been revised as annotated in bold. The text is as follows:

To evaluate **offers** for award purposes, the Government will evaluate the contractor's proposal by reviewing the proposed fixed-prices/rates applied to the estimated quantities included in the solicitation (and add other direct costs, if applicable). The total evaluated quantities (plus other direct costs) represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the estimated quantities will be required or ordered.

35. The Section L clause entitled "L.19 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)" has been deleted in its entirety.

36. The Section L clause entitled "L.20 PROHIBITION OF SUPERFUND TECHNICAL ASSESSMENT AND RESPONSE TEAM (START) CONTRACTORS FROM CONTRACT AWARD" has been deleted in its entirety.

37. The Section L clause entitled "L.22 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EP 52.233-01) (JUL 1999)" has been deleted in its entirety.

38. The Section M clause entitled "M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE II (AUG 1999)" has been revised as annotated in bold. The text is as follows:

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are approximately equal to cost

or price.

(b) Technical Evaluation Criteria:

The following Technical Evaluation Criteria will be used to evaluate the technical proposals.

TECHNICAL EVALUATION SUMMARY:

A. MANAGEMENT

1. Management Approach	5 Points
2. Cost Control	5 Points
3. Subcontract Management	5 Points
4. Equipment	5 Points
5. Regulatory Compliance	5 Points
6. Quality Assurance	5 Points

B. PAST PERFORMANCE 25 Points

C. PERSONNEL RESOURCES

1. Program Manager	10 Points
2. Response Managers	10 Points
3. Availability of Response Personnel	5 Points

D. SAMPLE WORK PLANS 20 Points

Total 100 Points

A. MANAGEMENT

1. Management Approach (5 Points)

Offerors shall demonstrate the effectiveness of their proposed project organization and procedures for retaining, maintaining, managing and supporting the personnel and equipment listed in Section B for performing the Statement of Work. The offeror's demonstrated training program, corporate Health and Safety Program, and their methods for ensuring that all work under this contract complies with all applicable federal, State and local safety and environmental laws and regulations, as they apply to the Statement of Work, will also be evaluated.

2. Cost Control (5 Points)

Offerors shall demonstrate their relevant (financial) corporate experience and ability to provide a financial information system capable of planning, estimating, tracking, reporting and invoicing all expenditures of labor, equipment and materials by site. Offerors will also be evaluated on their procedures for reconciling EPA Form 1900-55s with their financial information system.

3. Subcontract Management (5 Points)

Offerors shall demonstrate the methods they propose to effectively secure and manage subcontractors and the extent to which their proposed subcontractor utilization can successfully fulfill the requirements of the proposed contract.

4. Equipment (5 Points)

Offerors shall demonstrate how they propose to provide, transport and manage equipment to successfully fulfill the requirements of the proposed contract.

5. Regulatory Compliance (5 Points)

Offerors shall demonstrate their understanding of the applicable CERCLA, SARA and RCRA regulatory requirements pertaining to the Statement of Work.

6. Quality Assurance (5 Points)

Offerors shall be evaluated on their demonstration of how proposed Quality Assurance procedures will ensure that all monitoring data obtained under this contract will be of known quality.

B. PAST PERFORMANCE (25 Points)

Offerors shall be evaluated on performance under existing and prior contracts/subcontracts for services similar in scope, magnitude and complexity to this requirement. The evaluation shall focus on information that demonstrates quality of performance relative to the size and complexity of the procurement proposed under this RFP and shall include an assessment of the following equally weighted sub-factors (See Attachment 11 - Past Performance Questionnaire):

Quality of services delivered,
Effectiveness of your management (including subcontractor management),
Initiative displayed in meeting contract requirements,
Timeliness of performance,
Cost control,
Business practices;
Customer satisfaction, and
Timeliness of performance

Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation.

If negative feedback is received from a reference, the offeror will be provided the opportunity to address the performance issue.

Offerors with no relevant past performance history or for whom information on past performance is not available, will be evaluated neither favorably or unfavorably on past performance.

Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offerors'

relative rankings will be compared to assure the best value to the Government. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

C. PERSONNEL RESOURCES

1. Program Manager (Key Personnel) (10 Points)

Offerors shall demonstrate the quality and depth of expertise/experience of their proposed Program Managers as it relates to the responsibilities listed in Attachment 1.

2. Response Managers (Key Personnel) (Total 10 Points)

Offerors shall demonstrate the quality and depth of expertise/experience of their proposed Response Managers as it relates to the responsibilities listed in Attachment 1 and the Offeror's demonstrated ability to provide a sufficient number of qualified Response Managers to perform cleanup services for, at a minimum, three (3) concurrent removal actions.

3. Availability of Response Personnel (Non-Key Personnel) (5 Points)

Offerors shall be evaluated on their demonstrated ability to provide sufficient qualified response personnel for, at minimum, three (3) concurrent removal actions in the Region.

D. SAMPLE WORK PLANS (10 Points each - Total 20 Points)

Offerors shall be evaluated on their demonstrated understanding of hazardous substance on-site response situations by describing their proposed managerial and technical approach in dealing with the sample scenarios located in Section L.

(c) Evaluation of Cost/Price:

The evaluation methodology described below shall constitute the method used to evaluate an offeror's cost/price for purposes of contract award.

Since the estimated quantities are spread over a five (5) year period, the following method shall be used to determine the total price of a proposal. We will multiply each period's proposed rate by 1/5th the estimated quantity for that line item. We will then total the five periods to arrive at a grand total for the line item. The grand totals of line items 0001 through 0055 shall be added to the amount for Other Direct Costs (line item 0056) and any applicable material handling cost (line item 0057). This total of contract line items 0001 through 0057 will comprise the offeror's price for evaluation purposes.

39. The Section M clause entitled "M.4 EVALUATION OF "GREEN" ACCOMMODATIONS PLAN" has been deleted in its entirety.

40. The link for the attachment entitled "PERFORMANCE-BASED STATEMENT OF OBJECTIVES FOR EMERGENCY AND RAPID RESPONSE SERVICES FOR SITES LOCATED IN PUERTO RICO & THE U.S. VIRGIN ISLANDS" has been modified. The text is as follows:

This document can be obtained at the following address:

<http://www.epa.gov/oam/srpod/index.htm#solam>

41. The link for the attachment entitled "INVOICE PREPARATION INSTRUCTIONS" has been modified. The text is as follows:

This document can be obtained at the following address:

<http://www.epa.gov/oam/srpod/index.htm#solam>

42. The attachment entitled "GREEN ACCOMMODATIONS CHECKLIST" has been added. The text is as follows:

This document can be obtained at the following address:

<http://www.epa.gov/oam/srpod/index.htm#solam>